

COLLEGE STATION PARKS AND RECREATION DEPARTMENT

Facility User Agreement and Reservation Policy for Use of Wolf Pen Creek Amphitheater

THIS AGREEMENT, made and entered into this _____ day of _____, 2006, by and between the City of College Station, A Texas Municipal Corporation by and through its authorized representative, hereinafter referred to as **“City”**, and _____ hereinafter referred to as **“Renter”**.

WITNESSETH:

WHEREAS, the City is the owner and operator of the facility known as “Wolf Pen Creek Amphitheater” located in the City of College Station, Brazos County, Texas; and

WHEREAS, the City desires to make available said facility on a rental basis for non-city sponsored or co-sponsored events for the purpose of the promotion of the arts, music and leisure activities that have socially acceptable recreational value for the enjoyment of the citizens and visitors of the Brazos Valley, and

NOW, THEREFORE, for and in consideration of the following promises, covenants and conditions, the parties hereto agree as follows:

I. REQUIRED EVENT INFORMATION

Renter (Name of Company, Corporation, Organization or Individual): _____

Address: _____

Phone: _____ Fax: _____

Contact Name (s): _____ Phone: _____

_____ Phone: _____

E-mail address: _____

Type of event: All events at the Wolf Pen Creek Amphitheater shall be classified as one of the following; Class A - Private, Class B - Benefit, Class C, Commercial. See classification information on page 7 of this agreement. This event will be classified as a Class _____ event and for no other purposes without the written consent of the City.

Day(s) of event: _____

Prep Time Beginning: _____ Gates Open: _____

Event Begins: _____ Event Ends: _____

Phase Down Complete: _____

Estimated number of: Spectators _____

Performers (acts) _____

Do you desire to have the following available at your event:

concessions yes _____ no _____
alcoholic beverages sold yes _____ no _____

*Wolf Pen Creek Amphitheater is an exclusive CocaCola venue. All concession rights are reserved
by the City of College Station unless expressly relinquished in writing to the event promoter.*

Will souvenir type items be sold at your event?: yes _____ no _____

If yes, what type of items do you plan to sell, _____

Will you handle your own ticket sales?: yes _____ no _____

Do you wish for Wolf Pen Creek Amphitheater Venue Manager to handle your ticket set up
and sales? yes _____ no _____

Is applicant a certified, bonafide, non-profit organization? _____ If yes, please
provide your non-profit number _____

Full description and/or name of show or function for which the facility is to be rented, including
name of principal performer/activity (use reverse side if additional space is needed). _____

Name and location of auditorium(s), facility(s) and/ or hall(s) which have previously been leased
by applicant: _____

Ticket Price(s): Advance _____
 Gate _____
 Other _____

II. RENTER INFORMATION, REQUIREMENTS and RESTRICTIONS

A. General Information

1. CONFIRMED RESERVATIONS: No oral agreements for use of the Amphitheater shall be valid. All reservations must be confirmed with the completion of this agreement and payment of all appropriate fees.

2. ABUSING POLICIES: The Director of Parks and Recreation reserves the right to refuse any group the privilege of using the Amphitheater due to abusing policies of the facility or City. In addition, any group charged with a second occurrence of abuse may be barred from making any further reservations.

3. RENTERS PROPERTY: The **City** shall assume no responsibility for any property placed on or in its facilities or grounds. Further, the **City** is released and discharged from any and all liability for loss, injury, or damage to persons or property that may be sustained by the use or occupancy of the facility.

4. WEATHER: The facility is equipped with a Thorguard Lightning Prediction System. A copy of the procedures relating to this equipment will be provided to the renter upon request. The Venue Manager has the right to terminate an event due to inclement weather that could pose a hazard to the guests, performers, staff or facility. Additionally, the Wolf Pen Creek Amphitheater is built in a flood plain and is subject to flooding. If flooding should occur the **Renter** should take necessary steps to ensure the safety of performers and equipment. The **City** of College Station will not be responsible for damaged equipment or losses that arise due to flooding.

5. LAWS AND ORDINANCES: All groups using the Amphitheater shall comply with all laws whether they be federal, state or local to include all ordinances of the City of College Station and all rules, regulations and requirements of the Police and Fire Departments. Fire lanes must remain clear at all times. Any group using the Amphitheater shall agree to abide by and conform with all rules and regulations which may be adopted from time to time. Included would be any and all alterations that might be imposed on the operational hours and utilization policies.

6. ANTI-DISCRIMINATION: Discrimination by **Renter**, its agents or employees, on account of age, race, color, religion, sex or national origin, in the use of or admission to the premises is prohibited.

7. DEFACEMENT OF FACILITY: No decorative or other materials shall be nailed, tacked, screwed or otherwise physically attached to any part of the Theater without special permission from the Venue Manager. Any group using the Amphitheater agrees to leave the premises in as good of a condition as it was prior to their usage. **Renter** agrees to assume all responsibility for any damages done to the premises or facility as a result of their usage. It is also understood by all groups bound by this agreement that all or part of their deposit will be held should **Renter** not comply with this policy.

8. CONCESSION SALES: The College Station Parks and Recreation Department reserves all concession rights. Unless agreed to in writing by City and Promoter, no outside food(s) or drink(s) will be allowed within the fenced in area of the Amphitheater during rentals/events.

9. SOUVENIR SALES: If the **Renter** wants to purchase and sell souvenir items they must obtain a vendors permit from the Parks and Recreation Department at a cost of \$50.00. The vendor must supply the booth and all necessary equipment and labor. The exact location of the booth must be approved by the venue manager.

10. USE OF WATER SURFACE: Any **Renter** wishing to use the Wolf Pen Creek water surface and/or bank must be approved by the Director of Parks and Recreation and is due in writing thirty (30) days prior to event day. Special provisions may be required dependent upon the intended uses.

11. TICKET SALES/ADMISSION FEES: The **Renter** may charge an admission fee to spectators. Ticket sales shall not exceed the actual number of available seating. Ticket sales shall be limited to 7,000. However, while an event is in progress the Venue Manager may authorize additional admission if his/her on-the-spot evaluation indicates that health, safety and good order will not be jeopardized by an increase. **Renter agrees to provide forty (40) complimentary tickets**, to the City for each performance, or each day of an event, covered by this agreement.

Ticket set-up and sales may be arranged through the Wolf Pen Creek Amphitheater Venue Manager for all public events. In addition to the cost of the production of tickets, there will be a \$200 box office fee charged.

12. AMPHITHEATER CURFEW: All activities at the Wolf Pen Creek Amphitheater must end by 11:30pm on Friday and Saturday. Extensions to this curfew can be granted if requested in advance and only under extenuating circumstances, by the Venue Manager or Director of Parks and Recreation. All activities with amplified sound at the Wolf Pen Creek Amphitheater being held on Sunday, Monday, Tuesday, Wednesday, Thursday must end by 9pm.

13. COPYRIGHTS/ROYALTY FEES: Renter agrees, represents and warrants that nothing contained in the program, performance, exhibition or in any other way connected with Renter's activities under this agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, Renter warrants that all programs, performances, concerts, etc. to be performed under this agreement involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representatives thereof. Renter further agrees to indemnify and hold harmless The City of College Station, its agents and employees, from any and all claims, fees, expenses or costs including legal fees asserted or incurred with regard to such warranty.

14. *SOUND ORDINANCE: Sound levels at the Wolf Pen Creek Amphitheater are not to exceed those levels established by the City of College Station Parks and Recreation Board. Monitoring of sound levels will be taken periodically throughout the event as well as during set-up. Should sound levels exceed the established level Venue Manager will request that the volume is turned down, failure to comply with such a request shall be cause for fines, termination of the event and forfeiture of deposit and rental fees. The maximum allowable noise level for concerts will be 96 decibels recorded at the upper sidewalk of the seating area.

Flagrant violations of the sound ordinance will result in the following:

First violation	-	Verbal warning from Venue Manager
Second violation	-	Verbal warning from Venue Manager
Additional violations	-	Venue Manager may terminate event

15. FACILITY: Rental will include everything inside of fenced area. This includes the amphitheater stage, grass seating area, pavilion, restroom and playground.

16. CONTAINERS, ICE-CHESTS, OUTSIDE FOOD and DRINK:

Amphitheater policies prohibit containers, ice-chests or outside food and drink from being brought into the Amphitheater during certain public events. Flying objects such as frisbees and beach balls are prohibited.

B. Rental Requirements

1. POLICE OFFICERS: Renters will agree to employ at their sole expense City of College Station police officers to be present at least 30 minutes prior to the beginning of the event, during the entire event, and up to 30 minutes thereafter. The City reserves the right to and shall have the authority to stipulate a reasonable number of officers which it deems to be necessary for a particular event so as to insure the safety of the public, the premises and the Amphitheater at all times during which the facility is used and occupied by Renter, or by persons authorized by Renter. The City shall inform Renter as to the number of officers that will be required. The City shall contact the College Station Police Department to schedule the officers. The Renter pays the officers at the end of the officer's shift on the day of the event.

Number of Officers Required:_____

2. INSURANCE REQUIREMENTS: Any event open to the general public will require the Renter to procure and maintain, at its sole cost and expense for the duration of this Facility User Agreement, Comprehensive General Liability insurance in the name of the Renter, for limits of not less than \$1,000,000 for personal injury or death arising out of any one occurrence and property damage insurance in an amount of not less than \$1,000,000 for damage to property arising out of any one occurrence. This insurance policy must cover, in addition to the general public, all entertainers and their support staff and any other individual participating in or attending the event for which the facility is rented. The General Liability insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide, and only insurance carriers licensed and admitted to do business in the State of Texas will be accepted. Renter must furnish proof of coverage through a Certificate of Insurance two weeks prior to the event.

3. ADVERTISING: Advertising/announcements shall not be made public prior to approval of the facility user agreement by the Parks and Recreation Department. Tickets will not be sold prior to approval of the facility user agreement. The Renter/promoter shall include a statement of WPC policy prohibiting containers, ice-chests and outside food and drink on all advertisements for their event if such are prohibited at the event.

RESERVATION PROCEDURES, FEES, AND DEPOSITS

A. Reservation Procedures

1. The use of the Wolf Pen Creek Amphitheater is determined on a first come, first serve basis and may be booked two years in advance. Reservations are not confirmed until the facility user agreement is completed and signed by the renter and received by the Parks and Recreation Department and all appropriate fees have been paid.

2. Individuals can "reserve" dates for up to two years in advance. A rain date may be scheduled at that time also, upon the approval of the Venue Manager.

3. "Reserved" dates are secured until another individual expresses interest in that date and requests to challenge the date.

4. Upon notification of a challenged date, the original-interested-party has 2 weeks to confirm their desire to commit to that date by completion and signing of this Facility User Agreement, and payment of deposit has been made. If this requirement is not met, the date then becomes "reserved" for the second-interested-party.

5. Any reservation for which a rental fee is involved, the rental fee must be paid 10 working days in advance of event if ticket sales are not handled by the Wolf Pen Creek Venue Manager. Additional charges may be assessed for property damages and extended occupancy periods. The **Renter** shall pay all additional charges in excess of the deposit within a reasonable amount of time once damage estimates have been made.

6. Staff costs will be paid at time of settlement with the Renter.

B. Deposits and Refunds

1. Refunds of fees and deposits require advance written notice of cancellation ninety (90) days or more prior to rental date. However, advanced payments may be credited to a future date if the event is rescheduled. Cancellation notice of less than ninety days of scheduled event will result in forfeiture of deposit and rental fee. If the event cannot be held or rescheduled due to weather, refunds will be made at the discretion of the Venue Manager after final review of any incurred expenses.

2. A security deposit will be required for all reservations. Deposits shall be used by the Parks and Recreation Department to repair, replace or pay for any property damage that occurs during the rental either by the **Renter** or any participant at the event sponsored by the **Renter**. The unused portion of the deposit may be refunded to the **Renter** after the event. However, the deposit may be held at the discretion of the Parks and Recreation Department for any period of time necessary to determine the full extent of damages and to make all repairs and/or secure replacements. The deposit shall be refunded upon the following conditions:

- a. All terms of this contract have been met.
- b. All facilities are left in good condition.
- c. Cancellation procedures have been followed.

Basic Deposit rates are as follows:

No. of Participants up to:	<u>100</u>	<u>500</u>	<u>1200</u>	<u>1200+</u>
	\$100	\$200	\$400	\$600

These are minimum deposit figures, ***additional monies may be required*** depending on the type of event to be held. Rentals which require multiple day usage may also require additional deposit monies (TBA).

C. Classification of Reserving Parties and Rental Fees

1. **RENTAL FEES** for the Wolf Pen Creek Amphitheater shall be determined by the classification of the reserving party. All parties wishing to reserve/rent the Wolf Pen Creek Amphitheater shall be classified by one of the following:

Class A, Private: Use by a person or persons for non-public use such as weddings, reunions, company picnics, etc. This will be a rental where the public is not invited and the event is not advertised through public media.

Class B, Benefit: Use by a person, civic organization or educational institution possessing a non-profit association state charter who sponsors an activity, event or meeting of community interest. Their event shall be free and open to the public, with no monies derived whatsoever from the event or the event may be a fund-raiser for a non-profit organization with at least 75% of the funds raised donated to the stated organization. Class B events can also be of a political nature.

Class C, Commercial: Use by an individual or companies charging no admission and taking no profits on the premises but whose motivation in holding the event is for promotional purposes or subsequent profit making, **OR** use by private or individual group whose purpose is to further the pursuit of a profession or company, this group would be charging admission and/or selling merchandise. An example of this would be a typical concert.

2. **RENTAL FEES:** Rental Fees are established and approved by the City of College Station City Council on an annual basis. In addition to the base rental fee, the **City** will require **Renter** to pay the City ten percent (10%) of the gross ticket sales, less all applicable taxes, with a maximum charge not to exceed \$3000.00. Fees are payable to the City of College Station, P.O. Box 9960, College Station, Texas 77842. Fees are as follows:

	Class	Weekday Rental/Day	Weekend Rental/Day
a)	Private	\$200	\$250
b)	Benefit	\$425	\$525
c)	Commercial	\$800	\$900

Weekday rentals are considered events which would occur on a Sunday night, Monday, Tuesday, Wednesday, or Thursday.

3. **SERVICE PERSONNEL FEES (staff costs):** All rentals will require using the City of College Station's Amphitheater staff/service personnel. These fees will vary depending on the type of event. The cost associated with staff will be charged to the renter upon the conclusion of event.

D. FEES REQUIRED

1. Renter agrees to pay the sum of _____ Dollars (\$ _____) on or before _____ for use of the Wolf Pen Creek Amphitheater for the above-stated purpose on the date(s) and time(s) indicated, plus a sum equal to _____ % of the gross admission receipts less any taxes levied and paid.
2. Renter agrees to pay the sum of \$ _____ as a deposit for the use of the Amphitheater for the above-stated purpose.
3. Renter agrees to pay the sum of \$ _____ for a Vendor Permit for each vendor present, which is required for the sale of souvenir items.
4. Renter agrees to pay the sum of \$ _____ for cost associated with the Wolf Pen Creek Amphitheater box office and cost associated with the production of tickets.
5. Renter agrees to pay the sum of \$ _____ (estimated based on information provided by renter) for cost associated with Renter's service personnel/staff costs.

As the Renter of the College Station Wolf Pen Creek Amphitheater and its amenities, I as the responsible party fully understand and agree to adhere to all of the above guidelines, policies, procedures and restrictions, and pay all appropriate and stated fees,

ACCEPTED AND AGREED:

FOR: The City of College Station

FOR: _____

BY: _____

Sheila Walker
Special Events Supervisor/
Wolf Pen Creek Manager

BY: _____

DATE: _____

DATE: _____

When renting the Wolf Pen Creek Amphitheater the Renter is provided with:

Stage	-	2147 square feet
Performer Capacity	-	100 Musicians (21.5 sf/person)
Stage Elevation	-	259 feet
Total Covered Area	-	3737 square feet
Grass Seat Area	-	1.5 acres (approximate)
Construction Materials	-	Concrete, masonry, metal roof
Distance from Stage	-	246 feet to rear of seating area
Seating Area Slope	-	10% average, 30% maximum
Loading Dock	-	310 square feet
Picnic Shelter	-	784 square feet, seating capacity - 50 people 7 picnic tables
Restrooms	-	men and women's facilities available in two locations

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